

NICOLE JENNINGS WADE, et al. vs L. LIN WOOD  
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1 MR. BEAL: This will be the  
2 deposition of Defendant Lin Wood taken  
3 pursuant to Notice and agreement of  
4 Counsel. I would propose that all  
5 objections save to the form of the  
6 question or responsiveness of the  
7 answer be reserved until first use of  
8 the deposition, is that agreeable?

9 MR. HARRISON: Agreed.

10 (Whereupon, Plaintiff's Exhibit  
11 Number 1 was marked for  
12 identification.)

13 DIRECT EXAMINATION

14 BY MR. BEAL:

15 Q Mr. Wood, we met before. My name is  
16 Drew Beal, and I believe you are well versed in  
17 the world of depositions, so I won't give you  
18 any preamble. Instead I will give you what has  
19 been marked as Exhibit 1 to this deposition and  
20 ask you if you have seen that before?

21 A I did receive it in advance of it, yes.

22 Q What did you do in preparation for this  
23 deposition?

24 A Nothing. I prayed.

25 Q Did you have any review of documents?

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1 Q Let us unpack what you just said.

2 If they were no longer Associate's did  
3 you refer to them in the Bar and the courts and  
4 the clients as your partner?

5 A I did and they were my partners. They  
6 were partners in a business relationship.

7 Q And did they sign Pleadings as partners  
8 of L. Lin Wood, P.C.?

9 A I don't know if they had the word  
10 partners, but they certainly signed Pleadings as  
11 under the name L. Lin Wood, P.C.

12 Q All right, thank you.

13 And when you would pay them a fee, a  
14 portion of the fee recovered, did you pay that  
15 to them individually or to one of their PC's or  
16 LLC's?

17 A I did not pay them individually. So  
18 the arrangement was Nicole had -- when she was  
19 leaving Bryan Cave and I offered her a place to  
20 work, instead of her going out and starting up  
21 her own physical law firm, I thought it would be  
22 helpful to her and helpful to me, because Nicole  
23 is a very smart lawyer; and I envisioned that I  
24 would be able to engage her to help me in  
25 matters, and so all of the fees that were paid



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1 Q No, I mean the Settlement Statement?

2 A I would have to see it. I think it  
3 showed how the breakdown of money. In other  
4 words, my recollection is that it listed how  
5 much each of them got.

6 Q Okay.

7 (Whereupon, Plaintiff's Exhibit  
8 Number 6 was marked for  
9 identification.)

10 BY MR. BEAL:

11 Q Let me hand you what has been marked  
12 Exhibit 6.

13 And we are going to be talking about  
14 the first long Email from Taylor Wilson to you  
15 dated February 17, 2020.

16 A Okay, we are going to be talking about  
17 the first part of it? Not February 18th?

18 Q Correct. I don't know. We just left  
19 it on there for context, because it was part of  
20 the chain.

21 Do you remember entering into an  
22 agreement with the Plaintiffs here regarding the  
23 fee splits that are reflected here on Taylor's  
24 Email to you of February 17, 2020?

25 A I do remember speaking with them on the



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1 phone, and we reached an agreement as to how the  
2 fee -- the fees themselves would be divided. We  
3 did not reach at that time an agreement on the  
4 overall issues that were between us.

5 Q Okay.

6 A In fact, I remember it well because I  
7 had to ask --

8 MR. BEAL: Hold on for one second.

9 (Whereupon, an off-the-record  
10 discussion was held.)

11 BY MR. BEAL:

12 Q I am handing you back Exhibit 5. We  
13 needed to black out a total in the recovery in  
14 Sandmann.

15 A It might be a good idea to block off  
16 Carbone and CNN on the second page, because that  
17 agreement may have been confidential at CNN's  
18 request.

19 Q We can do that at the end of the  
20 deposition.

21 So this agreement by -- this Email by  
22 Taylor sets forth in writing the agreement you  
23 had reached certainly by February 17th on  
24 regarding fee splits in a variety of cases, is  
25 that correct?



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1       A     I think it reflects how we agreed to  
2     divide the fee, not the final agreement on how  
3     we were going to sever the relationship, because  
4     there were other issues.

5       Q     Right.

6       A     But it does, because I remember the  
7     phone call was on the 17th three days after they  
8     had left the office sharing agreement with  
9     myself and my PC; and I remember having a  
10    conversation. I was trying to be -- I was  
11    trying to calm the waters at that time.

12      Q     I understand.

13      A     We were going through a very difficult  
14    time period dealing with Johnathan and Taylor --  
15    not so much Nicole -- starting in October of  
16    2019, and there were a lot of things that were  
17    done that created problems --

18      Q     But this Email --

19      A     Let me finish, and I was trying to calm  
20    the waters. And I remember that I said what do  
21    you all think is fair? And they said  
22    35 percent. I said I will give you 50, is that  
23    fair? Yeah, yeah, we will take 50.

24               And that that was a discussion that  
25    occurred on February 17th and Taylor sent an



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1 Email confirming it.

2 Q Thank you.

3 And so if you turn over to the second  
4 page of Exhibit 6 (b) is Carbone versus CNN, the  
5 proposed -- you proposed to split the fee  
6 40 percent to L. Lin Wood, P.C. and 60 percent  
7 to us.

8 Did I read that correctly?

9 A Yes, that is what it says.

10 Q And the date of this is February 17th,  
11 is that correct?

12 A Yes.

13 Q And then if we refer back to Exhibit 5,  
14 the date of that fee disbursement is about a  
15 week after? It is February 25th, is that  
16 correct?

17 A It is because, and I tell you, I think  
18 I am right I think, after I had had the  
19 conversation with Johnathan Taylor and Nicole on  
20 the 17th, things occurred that placed doubt in  
21 my mind as to whether I was going to actually do  
22 what I had said on the 17th in terms of the fee  
23 division.

24 Q Whether you were going to honor that  
25 promise?



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1           A    Well, it wasn't a done deal; and issues  
2       arose about the lease, and I was not happy with  
3       them.

4                   And so at the time that I did the  
5       Carbone Settlement Statement in my mind it was  
6       unclear what was going to happen with Carbone.

7           Q    And so you didn't list them on  
8       Exhibit 5 on the Carbone Settlement Statement  
9       because you planned to keep all the fees  
10      yourself?

11          A    That is not true.

12                   MR. HARRISON: Object to the form.

13      BY MR. BEAL:

14          Q    Well, you said --

15                   THE WITNESS: Hold on, that is not  
16       true at all.

17      BY MR. BEAL:

18          Q    Okay.

19          A    In fact, I got to remember the date;  
20       but somewhere after -- or shortly after or  
21       before maybe, February 20th, I engaged Alston &  
22       Byrd to represent me.

23          Q    Did you in fact share any of the  
24       Carbone fees with the Plaintiffs in this case?

25          A    It would have been done pursuant to the



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1 is that correct?

2 A My residence was moved to South  
3 Carolina in February of 2021. I still have a  
4 home in Atlanta on Green View and I have to -- I  
5 am trying to maintain it, because when I go down  
6 to deal with this litigation and the State Bar,  
7 I don't want to go down and stay in a hotel  
8 because I take my dog with me.

9 So the answer is Kimmy works remotely,  
10 and then I will see her in person when I go to  
11 Atlanta; and then she has made a couple of trips  
12 to South Carolina. Tat is right after when I  
13 first bought the property here.

14 Q And you have invested with Kimmy's  
15 husband in another business, is that correct?

16 A No.

17 Q No?

18 A No, I have no investments with Paul.

19 Q Okay. So for the most part your PC is  
20 located in Atlanta, Georgia; but your permanent  
21 residence and where you spend the majority of  
22 your time is here in South Carolina, is that  
23 correct?

24 A I spend the majority of my time here.  
25 The PC still has an address in Atlanta. I have



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1 left the corporation viable, although it is not  
2 a viable entity any more financially; and I  
3 don't have any cases that I am working on,  
4 except my efforts to combat as Co-Counsel the  
5 warfare that has been waged against me,  
6 including this lawsuit.

7 Q And when we look at the lawsuits listed  
8 on Exhibit 6, Sandmann, Carbone, Lindsey,  
9 Grogan -- let us leave Cordoba out for now -- in  
10 each one there is an estimated fee recovery, and  
11 is that because the majority of the work had  
12 already been performed on those files?

13 A No. No.

14 Cordoba was as I recall the case that  
15 Taylor Wilson brought in --

16 Q I don't want to talk about Cordoba  
17 right now. I am asking A through E?

18 A You asked me about D and E.

19 Q No, I am asking you A through D.

20 Sandmann --

21 A Grogan -- I don't know -- no, I don't  
22 believe Grogan had all the work done on it at  
23 all. I thought it was relatively a new case.

24 Q But we know that Carbone was done  
25 because the payment came eight days later.



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1 consummated.

2 Q Correct.

3 A I don't know if it had been documented,  
4 because Todd McMurtry handled that part of the  
5 case. It had been envisioned at one point that  
6 I was going to ask Taylor to work with Todd on  
7 it and I don't think that worked out. Either I  
8 just changed my mind or things got to a point  
9 where it didn't matter because we got it  
10 settled.

11 Q A minute ago you said these people were  
12 extorting me.

13 Do you believe that there was in fact  
14 extortion committed by the Plaintiffs?

15 A I believe they extorted me into the  
16 agreement of March 17th, because they were  
17 interfering with my relationship with my  
18 children. That is documented. You don't do  
19 that to me.

20 They were threatening me with their  
21 accusations, false about my mental health. They  
22 were threatening my efforts for Richard Jewell  
23 to have President Trump award him posthumously  
24 the Presidential Medal of Freedom.

25 And their baseless allegations also



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1 threatened what I was doing in an ongoing effort  
2 for Nicholas Sandmann and they knew it.

3 And I think they used that leverage and  
4 it worked. I gave in, but I felt extorted.

5 Then I believe clearly without any doubt in my  
6 mind it is my opinion they extorted me or tried  
7 to extort me with respect to the demand that you  
8 made when you sent over that incredibly  
9 scandalous, irrelevant, impertinent Complaint  
10 that they were determined to file, so they could  
11 smear my name and they did it.

12 They knew I would never agree to the  
13 extortion terms that were presented to me when  
14 you sent that over to Joey Burby. They wanted  
15 to smear me. I think that why they involved  
16 David Hancock.

17 Q So it is your belief that the first act  
18 of criminal extortion or the crime of extortion  
19 occurred by the Plaintiffs in the March 17th  
20 agreement, Settlement Agreement, is that  
21 correct?

22 MR. HARRISON: Objection to the  
23 form.

24 You can answer.

25 THE WITNESS: I believe that they



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1 Alston & Byrd, because they prepared with me the  
2 press release that was issued after the lawsuit  
3 was filed; and they assisted me in editing it,  
4 and it contained the fact that I said that they  
5 were trying to extort me through litigation. I  
6 wasn't going to get extorted.

7 So the first accusation or description  
8 or my opinion I would say about extortion was in  
9 the press release that I issued back in  
10 September of 2020. They didn't say anything  
11 about it.

12 And then they filed their lawsuit and  
13 published to the world that I had said to Dexter  
14 Cain that they were extorting. That I had said  
15 to one of the Co-Counsel in the class action  
16 case that they were extorting me. They put that  
17 out for the world to read. They published it  
18 themselves. I didn't. But that is the way I  
19 felt, because I think I am right. I think my  
20 opinion is solid.

21 Q To whom -- to what Law Enforcement  
22 agencies did you report this extortion or  
23 attempted extortion?

24 A I didn't -- I didn't -- I didn't have  
25 the opinion it was extortion to have these



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1 people put in jail for it. But I described what  
2 they had done, because I believed then, I  
3 believe now that it was extortion; but I wasn't  
4 here to put anybody in jail.

5 Q But you believe it was the crime of  
6 extortion, but you did not want to put them in  
7 jail for it?

8 A I believed that they extorted me and I  
9 made finally a decision in I believe May of 2021  
10 when I was then representing myself in this  
11 case, when I had joined as Co-Counsel when Burby  
12 had left, I felt like as a lawyer when I was  
13 getting blasted up there in South Carolina, in  
14 large part based on their lawsuit, that I had  
15 not only a right, but under the law I had a duty  
16 as my own lawyer to defend myself in the Court  
17 of public opinion and that is when I posted on  
18 Telegram. And that is when I described what  
19 they had done as extortion. That is my opinion.

20 It was then. It is now and it hasn't changed.

21 Q Did you believe that you had a duty to  
22 report the crime of extortion to any Bar  
23 Association?

24 A Well, it was on Telegram; and I think I  
25 made some reference to it. The Bar had



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1 Q Okay. In Exhibit 7 you wrote this on  
2 February 22, 2020, is that correct?  
3 A 2:40 a.m., yes. It looks like I wrote  
4 it that morning.

5 Q So that is five days after you entered  
6 into the February 17th agreement with Taylor  
7 about fee splits, is that correct?

8 A It was after I had -- we had come to --  
9 extorted agreement -- you didn't hear what I  
10 said, so let me make sure you understand.

11 Q You are under cross-examination, so I  
12 need a --

13 A I am going to answer it. If I am not  
14 allowed to --

15 Q Yes or no and then you can explain  
16 whatever you would like to. This Email was  
17 written five days?

18 A That is clearly yes, you can do the  
19 math.

20 Q Okay, good.

21 A The answer is yes, but go back and  
22 understand I was extorted when I gave them that  
23 agreement on the 17th.

24 And I was kind of playing with them.  
25 When I said well, tell me what you think is



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1     fair. 35 percent, the same thing we got with  
2     Ramsey. I said I will tell you what, I will  
3     give you 50 percent, do you think that is fair?

4                   I was not actually of the mind to give  
5     them a dime at that time. I was playing with  
6     them a little bit to see what they would do.  
7     And they went oh, yeah, yeah, we will take the  
8     50 because they are greedy.

9                   And then when I got back and dealt with  
10    Joey Burby and Chris Marquardt, I said just go  
11    ahead and let us divide it the way I said on  
12    February 17th, because I did say it even though  
13    it was not done with the mind set that they  
14    deserved it and I wanted to give it to them, I  
15    would live up to my word and give them  
16    50 percent; and that is what got into the final  
17    agreement.

18           Q     Okay. And so when you entered into the  
19    agreement with Taylor on February 17th you were,  
20    to use your words, sort of playing with them.  
21    You didn't plan on giving those percentages.  
22    You were thinking more in line of what you said  
23    here five days later to Todd McMurtry on  
24    February 22nd, Exhibit 7?

25           A     No.



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1 Q When you say their foolishness, would  
2 that be what you are describing here on  
3 paragraph 2 on page 2 of Exhibit 7: That alone  
4 would cut off their ability to finance and  
5 publicize their BS claims against me.

6 A No. That was a part of it.

7 The foolishness that I was being faced  
8 with were their efforts in dealing with my  
9 children claiming that I needed to agree to  
10 undergo regular mental healthcare treatment.  
11 They were interfering with my relationship with  
12 my children and their discussions, whether they  
13 were by text or Email or by phone were subject  
14 to being discovered by the media, there is no  
15 privacy. And that threatened my efforts with  
16 respect to the ongoing representation of  
17 Nicholas Sandmann. It threatened my efforts,  
18 which they were well aware of that I had been  
19 making to try to have President Trump to give  
20 Richard Jewell the Presidential Medal of  
21 freedom. I am not sure when he asked me to meet  
22 with him, but I met with him on March 11th, so  
23 it may have been that I already had the meeting  
24 date at the time when I was writing this.  
25 I wanted this to stop.



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1 Q All right.

2 A And I wanted it to stop because it was  
3 hurting my relationship with my children. It  
4 was threatening my efforts for Richard. It was  
5 threatening my potential efforts going forward  
6 for Nicholas Sandmann.

7 And so having seen they are only going  
8 to pay quantum meruit, I said make it clear to  
9 them and I thought that might bring them to  
10 their senses; and also prevent them from  
11 thinking they were going to stick me with  
12 \$285,000 of their lease, their liability on the  
13 lease.

14 Q So when you say cut off their ability  
15 to finance and publicize their claims against  
16 you, that was only one of the desires you had,  
17 and the others were to have them stop  
18 interfering or having some relationship with  
19 your children and making statements about your  
20 mental health, is that right?

21 A No, those are your words. I told you  
22 my words.

23 Q All right --

24 A Hold on a second. I documented that I  
25 was right when I saw the text messages between



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1 my son Matt and Taylor Wilson with respect to  
2 Dr. Phil McGraw. I know what happened with  
3 Dr. Phil McGraw. I know how the jury got  
4 rigged, and I know who was involved in it.

5 Q So how would a lack of money prevent  
6 the Plaintiffs from talking to your children?

7 A That we come to an agreement. If they  
8 realized they weren't going to have their big  
9 payday, which they did not earn. I bet their  
10 quantum meruit effort in the case was probably  
11 not 150,000. If they were not going to get the  
12 847 or whatever the deal was where they could  
13 pay what they owed on the lease, and then have a  
14 bonanza from the fee they didn't earn based on  
15 quantum meruit. I thought it was something that  
16 would make them realize the foolishness of their  
17 ways.

18 Q And that would make them not contact  
19 your children or question your mental health?

20 A Listen, I cannot -- my mental health  
21 was fine then, and they knew it; and that is why  
22 they admitted it in March.

23 I couldn't stop somebody from  
24 contacting my children, but let me say this to  
25 you, Drew, I am a nice guy. I am not an angry



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1 man; but if you mess with my children and my  
2 relationship I am hot blooded.

3 If you mess with Richard Jewell, I am  
4 hot blooded, just like I am if you mess with my  
5 puppies I am hot blooded.

6 These people were engaged in subverting  
7 my relationship with my children. Read the  
8 bible --

9 MR. BEAL: Real quickly --

10 THE WITNESS: Wait a minute. This  
11 was the threat they were making. God's  
12 commandment, honor thy father and thy  
13 mother is the only commandment that  
14 comes with a promise. Honor thy father  
15 and thy mother so that thy days can be  
16 long on this earth.

17 BY MR. BEAL:

18 Q All right --

19 A God could take them out for not  
20 honoring their mother and father. If you know  
21 God and you read the bible. They were not only  
22 threatening my relationship with my children,  
23 but other God's commandment they were putting my  
24 children at risk; so I was not happy with them.  
25 I am not happy with them now for doing it; but I



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1 forgive them. I love them. I want to move on  
2 from all the nonsense with them even today.

3 Q So while we are talking about the  
4 commandments this also would have allowed you to  
5 pocket their \$843,000 too?

6 A It wasn't theirs until there was an  
7 agreement.

8 MR. HARRISON: Object to the form.

9 BY MR. BEAL:

10 Q So you would get all the money?

11 A If we had not -- if I had not made the  
12 deal in March -- if I had not made the deal in  
13 March, they would have had to sue me for quantum  
14 meruit, me, seeking their recovery because there  
15 was no written division.

16 So they would have had to sue me for  
17 quantum meruit. My guess is is at best they  
18 could have maybe come up with \$150,000 in time;  
19 and then they would have gotten the \$150,000.

20 Q So in this second paragraph you talk  
21 about that the money might be put in an escrow  
22 account pending final resolution of the disputes  
23 between you and WGW.

24 That never happened, did it?

25 A It didn't happen because that is not



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1 and see what we can do here.

2 I understand.

3 BY MR. BEAL:

4 Q The statement at the top of page 2 of  
5 Exhibit 9 where Todd McMurtry promises to put  
6 the money in escrow absent an agreement, that  
7 didn't happen, did it?

8 A That was Todd's decision, not mine.

9 Q So what is the answer to my question?  
10 To the best of your knowledge?

11 A To the best of my knowledge he did not  
12 do that.

13 Q And in fact you got paid, is that  
14 correct?

15 A I received the L. Lin Wood, P.C. share  
16 of the fees and the expenses.

17 (Whereupon, Plaintiff's Exhibit  
18 Number 10 was marked for  
19 identification.)

20 BY MR. BEAL:

21 Q Let me hand you Exhibit 10.

22 A Okay.

23 Q Okay. So does Exhibit 10 reflect  
24 another February 22nd Email from you to Todd  
25 McMurtry regarding division of fees in the



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1 Sandmann versus CNN case?

2 A It is a true and correct copy of the  
3 Email that I sent to Mr. McMurtry, and I think  
4 it speaks for itself.

5 Q So then in the fourth paragraph here  
6 you state: There was no oral or written  
7 agreement between me and any of those lawyers  
8 concerning my share of my firm's fee in the CNN  
9 case.

10 A That is true.

11 Q Did you consider that to be a truthful  
12 statement in light of your February 17th  
13 agreement and Email confirming that agreement  
14 with Taylor Wilson?

15 A I believe it was absolutely consistent.  
16 There was no oral or written agreement between  
17 me and any of those lawyers concerning any share  
18 of my firm's fee in the CNN case before the case  
19 settled.

20 And then the issue arose after they had  
21 themselves left any relationship with me on the  
22 14th of February; and I told you that I did have  
23 that conversation as it related to what I was  
24 willing to say at the time on dividing the fees.  
25 But there were other issues that connected into



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1                   THE WITNESS: I have sent you the  
2                   lease?

3                   BY MR. BEAL:

4                   Q       Yes, it is that paragraph, the third  
5                   line down.

6                   MR. HARRISON: Okay.

7                   BY MR. BEAL:

8                   Q       "I am not concerned about money. I am  
9                   only concerned about clearing my slate in order  
10                   to pursue the Sandmann litigation and the  
11                   opportunities possibly presented by my scheduled  
12                   meeting in D.C."

13                   A       Okay.

14                   Q       My question to you is, if you are not  
15                   concerned about the money, but only clearing  
16                   your slate in order to pursue other litigation  
17                   and opportunities, why did you contest paying  
18                   the amount that you had agreed to in the  
19                   preceding paragraph?

20                   A       Okay. Number 1, I didn't contest it.  
21                   I entered into the agreement on March the 17th,  
22                   and it said 50 percent would go to Wade Grunberg  
23                   and Wilson's PC's. So I didn't contest it. I  
24                   lived up to it.

25                   When I say I am not concerned about



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1 not regularly record their time?

2 A I didn't believe that they did, but  
3 they did keep it up in certain cases.

4 So I don't know for a fact whether they  
5 did in those cases or not. You have indicated  
6 that they did reconstruct it in Sandmann, so I  
7 was wrong on that.

8 But that was my belief at the time.

9 All of this predates my engagement -- this is  
10 March the 3rd, and this is when I realized I  
11 needed to get somebody to represent me.

12 Q I am only asking about recording time?

13 A And I have told you that I believed  
14 they did not, but I knew that in other instances  
15 they did. So my belief is either right or  
16 wrong.

17 Q And you were saying here that they  
18 didn't?

19 A I didn't believe that they did.

20 Q Okay.

21 A But I didn't know it, and I found out  
22 later that they did keep up with their time in  
23 Sandmann when you said they had a wealth of  
24 documentation of their time.

25 Q Would it be fair to say that the three



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1 Plaintiffs performed the majority of work on  
2 creating Pleadings and correspondence and  
3 responding to correspondence and Pleadings in  
4 the CNN versus Sandmann case?

5 A I don't know that I can quantitate it  
6 that way.

7 Did they do what they had always done  
8 for me in terms of drafting Pleadings, doing  
9 legal research, preparing motions, they had also  
10 looked into all of the body of what was said  
11 about Nicholas, not just related to CNN; and  
12 then Todd cut that off because he got a firm to  
13 do it.

14 So they did what they did. I  
15 appreciated their efforts. I acknowledged what  
16 they did; and then we got into this dispute  
17 which I settled with them on March 17th of 2020.

18 Q Can you name any Pleadings that you  
19 drafted completely on your own?

20 A I wouldn't do that. I didn't -- I have  
21 been practicing law for how long. I don't go  
22 out and have not since they worked with me, I do  
23 not generate the first iteration of a Brief or a  
24 Pleading. That is what they are getting paid to  
25 do.



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1 So they would bring it to me. I would  
2 give them input, advice. I might as we say --  
3 Nicole will tell you I would Wood-ize it. I did  
4 the preparation of it initially as an Associate  
5 and a young lawyer. I didn't do it after  
6 40 years of practicing law.

7 Q So then all of the Pleadings that were  
8 created in the Sandmann versus CNN case were  
9 initially drafted by the Plaintiffs in this  
10 case?

11           A       I don't know that, because I don't know  
12       if Todd did some of it. But everything that was  
13       drafted would have been under my direction and  
14       my input, because I was the one that shaped the  
15       issues for the case in how it was going to be  
16       proceeding. I had the expertise in defamation.  
17       They did not.

18 Q So all of the Pleadings that came out  
19 of your office would have been drafted by them  
20 at your direction and with your input, is that  
21 correct?

22 A No, I know one time we had a problem  
23 that came up, and I had to basically to rewrite  
24 the Brief. So I can't say all of it.

25 But I am not trying to tell you they

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1 did not do it. They did. That is why I had  
2 them engaged. If I wanted to do that, I  
3 wouldn't have needed them.

4 Q And was a large volume of work in CNN  
5 versus Sandmann --

6 A CNN and Sandmann settled quickly. So  
7 on the scale of things they could have been --  
8 that litigation could have gone on for five  
9 years. So whether it is a large volume or not  
10 is not really capable of saying it. It is what  
11 it is. They did what they did.

12 Q The --

13 A And I was going to pay them for it.  
14 (Whereupon, Plaintiff's Exhibit  
15 Number 12 was marked for  
16 identification.)

17 BY MR. BEAL:

18 Q And is Exhibit 12 the March 17th  
19 Settlement Agreement that you have referenced  
20 earlier?

21 A Yes.

22 Q And does it refer to the same cases as  
23 in the February 17th agreement, Carbone,  
24 Lindsey, Sandmann, Grogan Cordoba and then add  
25 in La Liberte?



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1 Q Can you identify every act that you  
2 contend constituted extortion or attempts at  
3 extortion?

4 A Honestly, I can take the time to  
5 catalog every act, but the acts are pretty  
6 simple.

7 Q What are they?

8 A Number one, remember the back drop. I  
9 believe there was a pattern of extortion with  
10 respect to the March 17th agreement. So they  
11 had a pattern of extorting and making claims  
12 that threatened me unrelated to the litigation  
13 with my children, Richard Jewell, the  
14 Sandmann's; and my efforts for Richard were very  
15 important to me.

16 So I felt extorted into that agreement.  
17 Candidly I wished I had never made it; but I did  
18 what I did. I was going to live up to it.

19 Then in September out of the blue,  
20 nobody sued me when I said extortion in the  
21 press release. When they put in their own  
22 Complaint in September and they said that I  
23 told -- it is Dexter King that they were  
24 extorting me, they put that in their Complaint.

25 Then they put in their Complaint that I



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1 told a co-Counsel of mine on one of the class  
2 action cases they were extorting me. They  
3 published my statements themselves in their  
4 Complaint.

5 So then they come up with this new  
6 lawsuit. They sue me for breach of contract. I  
7 didn't breach the contract. I asked the boy to  
8 consent. Then they sued me for fraud in the  
9 inducement -- hang on, you want to know -- now  
10 you don't want me to answer --

11 MR. BEAL: Hang on. I know, but I  
12 am getting confused. Can you list out  
13 what acts constituted your sort of --

14 THE WITNESS: I am.

15 MR. HARRISON: We have been over  
16 this. You said that you don't want him  
17 to give long answers, but you asked him  
18 the specific acts that he said  
19 constituted extortion in the context,  
20 and he has answered those --

21 MR. BEAL: I just got confused  
22 about some of the last one's because he  
23 was speaking about other people's  
24 actions. So let's go to the first  
25 one --



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1 explanation of how anybody says it is not.

2 MR. BEAL: Can you look through  
3 there and find me Exhibit 12?

4 MR. HARRISON: Uh-huh.

5 MR. BEAL: Thanks.

6 BY MR. BEAL:

7 Q So going back to your statements, the  
8 first act of extortion you believe was a pattern  
9 of extortion surrounding the March 17th  
10 Settlement Agreement which is marked as  
11 Exhibit 12?

12 A I wouldn't call that the first act of  
13 extortion. What I called it is what I called  
14 it.

15 I thought that what they did leading up  
16 to the March 17th agreement established a  
17 pattern of extortion, because they were trying  
18 to get money that they had not earned. They  
19 were trying to coerce me into giving them more  
20 than they deserved under the threat of a  
21 continued attack in my relationship with my  
22 children, my efforts ongoing for Nicholas  
23 Sandmann, and to jeopardize my efforts to try to  
24 ask the President to give Richard Jewell the  
25 presidential Medal of Freedom.



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1                   And just generally the idea of saying  
2    these false things about my mental health, which  
3    they documented were false in the March 17th  
4    agreement, I thought that showed extortion; but  
5    I paid it, I paid it. I agreed to it. I wish I  
6    hadn't. I should have stood on my principles  
7    instead of my preference, I wanted peace. I  
8    should have stood on my principles.

9                   And then all of a sudden I am hit with  
10   your lawsuit to pay within a day 1.5 million or  
11   we are going to file this thing and smear --

12           Q      I want to talk about March. Let's  
13    not --

14           A      Okay, well, I have covered March.

15           Q      Would it be fair to say that a  
16    culmination of this pattern of extortion you  
17    have identified, it culminated in the March 17th  
18    Settlement Agreement?

19                   MR. HARRISON: Object to the form.  
20                   You can answer.

21                   THE WITNESS: What I said was that  
22    when I looked at what you did in  
23    September of 2020, I recognized then as  
24    I had recognized earlier that they had  
25    extorted me into the March 17th



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1       agreement, but I went ahead and made it  
2       and I felt extorted. That was my  
3       opinion then. And then all of a sudden  
4       I get extorted again.

5       BY MR. BEAL:

6           Q     So you were represented when you signed  
7       the March 17th Settlement Agreement, right?

8           A     Absolutely, Joey Burby and you  
9       negotiated it.

10          Q     And do you have a single writing that  
11       you can point to where any of the Plaintiffs  
12       threatened to take any action with regard to  
13       your children or your mental health condition?

14          A     I have already pointed you to the  
15       confirmatory text -- there is more, where it was  
16       clear that Taylor Wilson was conspiring with my  
17       son Matt Wood to have Dr. Phil McGraw conduct a  
18       mental health intervention on me, but I caught  
19       it. I caught it in time because I knew what  
20       they were up to, and I told Phil McGraw don't  
21       come out to Atlanta, Georgia and mess with my  
22       relationship with my children, because it won't  
23       end well for you; and he did not.

24               He Emailed my son and said your father  
25       is a genius, he is the finest lawyer I have ever



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1 met. He can get all the facts wrong and still  
2 come up with the perfect resolution. That Email  
3 is now missing out of my system.

4 But nevertheless put yourself in my  
5 position, I know it is hard for you to do, but  
6 try I am trying my best to get Richard Jewell a  
7 recognition that Richard Jewell deserved. I am  
8 trying my best to represent the Sandmann family.  
9 I want to do the Sandmann cases and then retire;  
10 and I am always trying to do my best to maintain  
11 a good, healthy relationship with my children;  
12 and these people are threatening all of that.  
13 If I don't give them money that they really  
14 under the law did not deserve, but I ended up  
15 making the agreement in March 17th; and then I  
16 lived up to it. Did you see how many cases I  
17 sent them? You still haven't told me how much  
18 money they made on it.

19 Q Can I ask you if there was a  
20 specific -- if you can point to any act or  
21 threat by any of the Plaintiffs with regard to  
22 Nicholas Sandmann or Nicholas Sandmann's claims  
23 or cases?

24 A I don't know how many Email's there  
25 were at the time. I haven't gone back and



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1 looked, but the discussions leading up to  
 2 ultimately the March 17th agreement would be  
 3 part of what I believed to be acts of extortion  
 4 until I finally agreed to it.

5 The only thing that came up after that  
 6 in terms of extortion is when you tried to  
 7 extort me by telling me to pay them \$1.5 million  
 8 or you are going to file this frivolous, heinous  
 9 complaint against me within 24 hours. There is  
 10 your document.

11 Q Was there any threat by any of the  
 12 Plaintiffs to interfere with your relationship  
 13 with Richard Jewell?

14 A They knew that I was doing my best,  
 15 publicly advocate for Richard Jewell to receive  
 16 the Presidential Medal of Freedom, that was  
 17 well-known to them.

18 The idea that they were out talking to  
 19 people, and you don't know where it stops,  
 20 suggesting that Richard Jewell's lawyer was in  
 21 need of mental healthcare treatment, well I  
 22 don't think President Trump would have been so  
 23 fond of thinking about meeting with me to talk  
 24 about Richard; but yet despite the accusations  
 25 he met with me.



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1 Q But you don't have any evidence of any  
2 conversations by the Plaintiffs with any parties  
3 regarding mental health besides what you just  
4 identified as a conversation with your son Matt  
5 and --

6 A Dr. Phil.

7 Q -- And possibly a conversation with  
8 Dr. Phil?

9 A I think it is more than a conversation  
10 with Dr. Phil.

11 Q And Dr. Phil was -- had previously been  
12 your client, is that correct?

13 A He was.

14 Q Okay.

15 A He is not now.

16 Q And --

17 A Are you going to break for lunch?

18 Q I kind of want to power through and be  
19 done.

20 A That is not fair to anybody. I need at  
21 least 15, 20 minutes to get a sandwich.

22 MR. HARRISON: How long do you  
23 think you have?

24 And let me offer this while you  
25 are thinking about it. Are you going



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1 Q So you have referenced in prior  
2 testimony computer hacking.

3 Do you believe that the Plaintiffs have  
4 hacked into your computers or your Email's?

5 A I believed at the time that I learned  
6 that my computer was hacked, and it was hacked.  
7 The whole file system was out of whack. I had  
8 it investigated. It was hacked.

9 I also believed that my phone system  
10 had been hacked. I think that was done through  
11 my Wi-Fi system in my house, so I documented the  
12 hacking.

13 I felt like that there might have been  
14 an effort by Johnathan Taylor and/or Nicole,  
15 because she is close with Rick Miller to go in  
16 and perhaps remove certain documents that were  
17 related to Rick Miller.

18 When I first went in I couldn't find  
19 the documents to confirm the hack. I filed a  
20 complaint with the FBI.

21 Then we went back and I found the  
22 documents that I thought might have been hacked  
23 out, and I wrote them and apologized.

24 But the problem is I still think now  
25 that I was wrong about what was being looked



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1 for, but I was right about what was done; and I  
2 think it related to Dr. Phil McGraw.

3 Q So here is my question real  
4 specifically, do you believe the Plaintiffs  
5 hacked your computers or participated in the  
6 hacking of your computers?

7 A I have no way to know who hacked it,  
8 but I thought that they had a motivation to hack  
9 it, I still do, or to have someone hack it.

10 I know there was a day where I came in  
11 and turned on my Email, I thought it was a  
12 Sunday; and there was an Email being forwarded  
13 to Taylor, not a complete Email address, and I  
14 stopped it. And then for that day it kept  
15 trying to send it bouncing back, because when I  
16 stopped it it hadn't gotten to a full Email  
17 address. That led me to believe that may be  
18 effort for someone to mess with the Microsoft  
19 360, Johnathan is familiar with it.

20 I don't know, but I know that my  
21 computer was hacked. I know my phone was  
22 hacked, and I believe they had motivation to at  
23 least know it or be involved in it.

24 Q Did you believe --

25 A But when I found out it was not Rick



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1 Miller documents, I wrote them and said I am  
2 sorry. I jumped the gun.

3 But then I found out about confirmatory  
4 evidence on Dr. Phil; and I am convinced beyond  
5 any doubt in my mind that these lawyers to some  
6 extent were involved in the Elon Musk case to  
7 sabotage and rig the jury.

8 Q Okay, I want to ask that before we take  
9 a break.

10 A Sure.

11 Q So summing up on hacking, do you  
12 believe the Plaintiffs were involved or not  
13 involved as you sit here today?

14 A My belief is just what I said. They  
15 had motivation to be involved. The whole  
16 Dr. Phil thing stinks.

17 Q Do you believe that Dr. Phil was  
18 involved in computer hacking?

19 A I don't think Dr. Phil --- I don't know  
20 if he knows how to hack a computer. But I think  
21 I know enough about Dr. Phil and what happened  
22 with Tara Trask and Chris Chatham, that I have  
23 serious concerns. I know the jury was rigged  
24 and I started to investigate it --

25 Q Now --



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1 A And my son Matt went ballistic, because  
2 he didn't want to give me any information.

3 MR. HARRISON: Okay.

4 BY MR. BEAL:

5 Q So we have transitioned from hacking to  
6 jury tampering?

7 A No.

8 Q Or is this part of hacking?

9 A I will tell you.

10 Q All right.

11 A You are asking me if I know who hacked  
12 me, I do not; but I have certain suspicions.

13 Q All right. So --

14 A When I said that about jury rigging, I  
15 don't know who did what, when and where; but I  
16 have certain suspicions based on facts that I am  
17 aware of.

18 BY MR. BEAL:

19 Q All right. So and the jury tampering  
20 issue, do you believe the Plaintiffs were  
21 involved somehow in tampering with the jury or  
22 hurting your efforts in the representation of  
23 Unsworth versus Elon Musk?

24 A You asked me two questions, let me  
25 answer it this way. There was a noticeable



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1 change in Johnathan Grunberg and Taylor Wilson's  
2 treatment of me starting with the incident in  
3 October, and by November if I hadn't had them to  
4 help me, I would have thrown them out of my  
5 office on the 21st floor. I had never seen  
6 lawyers more rude, more abrasive, more  
7 condescending, telling me I didn't know what I  
8 was doing. They like changed day and night.

9 Q Okay.

10 A And so do I have concerns that that  
11 relates to perhaps them having gotten  
12 compromised to participate in sabotaging some  
13 part of the Elon Musk case? I believe it does,  
14 but I haven't taken any action yet.

15 Q Do you believe that the Plaintiffs were  
16 involved in somehow sabotaging or working  
17 against your efforts in the Unsworth versus Elon  
18 Musk case?

19 A I know they were. I know they were  
20 because they were trying to direct me to take an  
21 issue in the case that was minuscule compared to  
22 the main allegation of pedophilia that I now  
23 know that issue was interjected by the  
24 Mockingbird Media, so that we would spend time  
25 on that and not time on what the main case was



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1 about; and they were adamant that I needed to go  
2 there, and it very much affected my ability to  
3 prepare the case in an orderly fashion in the  
4 manner that I thought it should be done, being  
5 the most experienced, being the lawyer in  
6 charge. And I have never let such opposition  
7 and mistreatment from every one of them, not as  
8 much Nicole. In fact, I told Nicole one day  
9 when Johnathan and Taylor were in my office and  
10 I looked at them and said I ought to sue every  
11 damn one of you about what you said about mental  
12 health.

13 And Nicole said I never said it, and I  
14 said you are too smart to say it. And she sent  
15 me a note later when she found out about my  
16 children. And she knew how much that would hurt  
17 me. And she said I love you no matter what  
18 happens to our law firm. I will always be there  
19 for you, and I appreciate that and I believe she  
20 meant it.

21 Q So you believe the Plaintiffs were  
22 deliberately taking steps to sabotage or hurt  
23 your client in the Elon Musk litigation?

24 A I said what I said. I don't know it,  
25 but I saw it --



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1 Q But you believe it?

2 A Do you want me to answer or are you  
3 going to answer it for me?

4 Q No, I am just trying to --

5 A Why don't you let me answer it.

6 Q All right.

7 A Because you don't know what you are  
8 talking about. Only I can answer that question  
9 with all due respect.

10 Q Okay. Go ahead.

11 A I have serious concerns based on the  
12 totality of the circumstances that occurred and  
13 the timing of those, I have serious concerns  
14 that somehow my son, perhaps Johnathan and  
15 Taylor perhaps were compromised and perhaps had  
16 to do things that were not in the best interest  
17 of Vernon Unsworth, although I have a lot of  
18 thoughts on the Vernon Unsworth's case, which we  
19 don't need to go into today. I don't know what  
20 this has to do with extortion, but I am happy to  
21 talk to you about it.

22 Q Okay.

23 A Because I don't know what happened in  
24 the Thai cave rescue. I know a lot more now  
25 about child sex trafficking than I knew then. I



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1 know a lot more now about how caves are used in  
2 Thailand. I know a lot more now about  
3 psychological operations.

4 MR. HARRISON: What I will ask  
5 both of you to do is stick to the  
6 allegations of the Complaint. This is  
7 a defamation lawsuit, right, Drew?

8 MR. BEAL: Right.

9 BY MR. BEAL:

10 Q So when you said that you were lead  
11 Counsel in the Vernon Unworth's case?

12 A I was.

13 Q Was there a time when you asked Taylor  
14 to take over the lead Counsel role prior to  
15 trial?

16 A I don't remember it. If I was going to  
17 ask Taylor to take on lead Counsel, I wouldn't  
18 have gone. I was always lead Counsel. We had a  
19 meeting the weekend before Thanksgiving, where  
20 we had, I guess you would call it a come to  
21 Jesus meeting, because the acrimony between  
22 those lawyers and me and their disrespect and  
23 their acting like they knew everything, and I  
24 was some sort of a dummy in my case, with my  
25 experience. I couldn't understand it.



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1 when they sued me for fraud and inducement,  
2 which is in breach of the agreement.

3 Q Do you believe that as you sit here  
4 today that Alston & Byrd committed  
5 malpractice --

6 MR. HARRISON: Objection.

7 BY MR. BEAL:

8 Q -- In their representation of you?

9 A I don't know what that has to do with  
10 this liable case. I have concerns in the two  
11 areas that I have mentioned; I may have more.  
12 But I have not acted on those.

13 But I do know that if it turns out that  
14 L. Lin Wood, P.C., which is the only party that  
15 is responsible for the fee, if L. Lin Wood, P.C.  
16 is found liable, then I would look to Alston &  
17 Byrd to indemnify me, because I relied on their  
18 advice, which they told you themselves in the  
19 July or the July 24th letter.

20 I don't want any more litigation. I  
21 have more than I can afford now, and you are all  
22 going to be litigating for nothing pretty soon,  
23 because I am having to pay attorneys' fees; and  
24 I know they are not.

25 Q And I believe you testified -- earlier



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1       you testified that one act of extortion was the  
2       demand that was made upon you in September of  
3       2020 immediately prior to the filing of suit?

4           A       That was I thought consistent with  
5       extortion, yes.

6           Q       And --

7           A       It made no sense. Why would you not --

8           Q       I just need you to --

9           A       I am going to answer the question  
10       fully.

11               That was an act of extortion, part of  
12       the extortion because the position that you all  
13       took made no sense. You weren't looking to  
14       resolve the matter. You were looking to sue it.

15           Q       And it was the crime of extortion?

16               MR. HARRISON: Object to the form.

17               THE WITNESS: I call it extortion.

18               Whether you refer to it as a crime, it  
19       is knowing. So I guess it would fall  
20       within the category of knowing,  
21       criminal extortion. I didn't act on it  
22       in the sense of taking it to the  
23       police. Just like --

24       BY MR. BEAL:

25           Q       Okay.



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1           A     I didn't -- I knew what had happened to  
2     me. I was going to move forward. And then when  
3     I got brutally attacked in South Carolina, I  
4     made a decision as a lawyer for myself that I  
5     needed to speak out publicly about it and so I  
6     did. And I told the truth. I gave my honest  
7     opinion.

8                   MR. BEAL: I have to object.

9                   THE WITNESS: I gave the truth and  
10                 gave my honest opinion. I don't lie.

11                 BY MR. BEAL:

12                 Q     What is your understanding of the  
13                 elements of extortion?

14                 MR. HARRISON: Object to the form.  
15                 You can answer.

16                 THE WITNESS: I am not sitting  
17                 here with a law book in front of me,  
18                 but I think when you take acts that are  
19                 beyond what you are entitled to, to try  
20                 to get someone else coerced into doing  
21                 what they are not obligated to do for  
22                 you, that is extortion. It is in the  
23                 dictionary. People use the term all  
24                 the time.

25                 A lot of people say the lawyer is



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1           extorting you. It is a commonly used  
 2           term, especially when you are talking  
 3           about lawyers making demands on you.  
 4           And this one was not just a demand  
 5           to pay. If you had said here is the  
 6           breach of contract claim, we demand you  
 7           pay the 600-what-odd-thousand-dollars,  
 8           that would not be extortion. But when  
 9           you add all that other stuff in there,  
 10          and you made a \$1.5 million demand; and  
 11          you actually attacked my faith by  
 12          putting in your Complaint that I  
 13          thought I was all mighty God, what in  
 14          the world were you thinking?

15          BY MR. BEAL:

16          Q       So your definition of extortion is  
 17          urging someone to make a payment to you that you  
 18          are not required to make?

19           MR. HARRISON: Object to the form.

20           THE WITNESS: Extortion comes in  
 21          many forms. But it is when somebody  
 22          inappropriately tries to exert leverage  
 23          or pressure on you for their own game,  
 24          that they are not entitled to.

25           So the extortion could be in the



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1 form of the money demand, it was  
2 outrageous. It can't be justified. It  
3 can be part of the fact that you are  
4 only gave me 24 hours initially to  
5 respond. What was the rush?

6 That you would refuse a reasonable  
7 request that we arbitrated privately  
8 with lawyers, binding arbitration.

9 And you added in so much stuff  
10 that was intended clearly in my mind to  
11 smear me and attack me for purposes  
12 that had nothing to do with the dispute  
13 on whether there was client consent  
14 required.

15 And other things that were done,  
16 if you say Lin, make this agreement or  
17 we are going to continue to drive a  
18 wedge between you and your children,  
19 that is extortion.

20 Lin, make this agreement or we are  
21 going to continue to talk about your  
22 mental health that might hurt you in  
23 your Sandmann litigation or hurt you in  
24 your efforts with Richard Jewell with  
25 President Trump, in my view that is



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1           extortion. That is my opinion.

2   BY MR. BEAL:

3           Q    So the September demand included  
4   payment of fees on various cases?

5           A    It included a lot more than that. In  
6   fact, nobody -- you have to explain how they  
7   came up with the fees. But on top of that --

8           Q    Can you just answer the question yes or  
9   no. Did it include that or not?

10          A    I don't know. Show it to me and I will  
11   tell you what it included.

12          Q    What was the Washington Post  
13   settlement?

14                    MR. HARRISON: You are asking him  
15   the amount?

16                    MR. BEAL: Yes.

17                    MR. HARRISON: Is it confidential?

18                    THE WITNESS: It is confidential.

19   BY MR. BEAL:

20          Q    Well, everything else is sealed in this  
21   proceeding.

22          A    Not in this case.

23          Q    But it is part of our demand so.

24          A    There is no seal order in this case.

25          MR. HARRISON: Yeah, I am not



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1 aware of anything under seal in this  
2 case.

3 We have also asked for some  
4 financial information and information  
5 on referrals and fees earned so -- but  
6 beside that I don't know if it is  
7 confidential or not.

8 And you say it is then --

9 THE WITNESS: Oh yeah, it is  
10 confidential but I don't mind telling  
11 you at some point, but I want to make  
12 sure I don't violate the agreement.

13 MR. BEAL: Why don't we go off the  
14 record.

15 THE WITNESS: That would require  
16 that I get in touch with Todd McMurtry  
17 to make sure he is okay with me telling  
18 it. I mean it is not -- I don't mind  
19 you knowing, but it is not something I  
20 am allowed to say without some  
21 protection in terms of ensuring that I  
22 don't breach the agreement with  
23 Nicholas and Todd may.

24 MR. HARRISON: I am happy to  
25 discuss it with you to see if we find a



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1 and what you and your clients attempted to do.

2 Q Let us direct your attention back to  
3 March 17th on what you contend was a pattern of  
4 extortion; and I am just going to ask you to  
5 identify specifically the facts that you  
6 contend; and I believe you referenced in general  
7 terms communications with your children and some  
8 complaints about mental health.

9 But I am asking you to identify  
10 specifically what actions the Plaintiffs took  
11 leading up to the March 17th Settlement  
12 Agreement, the specific acts which constituted  
13 extortion?

14 MR. HARRISON: So to be clear we  
15 have covered this, but you are asking  
16 him to answer it again?

17 MR. BEAL: Yes, I am asking for  
18 the specific acts. I just need a list  
19 of them.

20 MR. HARRISON: And you are going  
21 to let him give an answer?

22 MR. BEAL: I am all set.

23 MR. HARRISON: Okay.

24 THE WITNESS: Well, number 1, I  
25 have answered this question.



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1 BY MR. BEAL:

2 Q Right.

3 A So I refer you and I would incorporate  
4 the answer I previously gave you into what I say  
5 now.

6 Q Okay.

7 A Which will be in addition potentially.  
8 It is not a matter of acts. It is not  
9 you act to extort. You can say something. You  
10 can take a position. I know here that Johnathan  
11 I believe was involved with Dr. Phil; certainly  
12 Taylor Wilson was in trying to have Dr. Phil  
13 come in and do a mental health intervention.

14 I remember Matt wrote him and said we  
15 have got too much to lose without Dr. Phil, what  
16 did they have to lose? They never even dealt  
17 with Dr. Phil. I know what Dr. Phil was doing,  
18 and they were involved in it, at least Taylor  
19 was. And Johnathan was going around telling me  
20 and my children confirming that somehow I needed  
21 to go into regular mental healthcare, monthly  
22 treatment. Johnathan even said you need to be  
23 on Lithium. I ain't getting on Lithium. There  
24 are people who need it.

25 And my son said the same thing a month



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1 before, Lithium. It was a concerted effort to  
 2 try to attack me on my mental health. It is a  
 3 classic psychological operation. The State Bar  
 4 was part of it later. I am sorry my children  
 5 were involved. I think I know how they got  
 6 involved. Time will tell.

7 But that was one part of it. You got a  
 8 guy that is in your law office, I don't know who  
 9 else he is saying it to; but he is questioning  
 10 my mental health, where I have got clients, I  
 11 have got Richard Jewell and I have got my family  
 12 involved. What is he doing that for?

13 It was I said a pattern of extortion,  
 14 because I am sitting there going well, am I  
 15 going to shut this guy up by just getting rid of  
 16 him and paying him, or I am not going to let him  
 17 go our and continue doing this, have it get  
 18 worse, and have it impact my family more than it  
 19 already has, and my clients more than it already  
 20 has. I got five by Nicholas Sandmann, and then  
 21 obviously hopefully down the road when things  
 22 get right in this country, and I believe they  
 23 will in due time. Then I will be able to renew  
 24 my efforts with President Trump to get Richard  
 25 Jewell the Presidential Medal of Freedom.



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1 Q So the first category of actions that  
2 you referred to efforts is Johnathan and Taylor  
3 contacting Dr. Phil seeking an intervention or  
4 discussion about your mental health?

5 A I didn't say they contacted Dr. Phil  
6 for that purpose. I know now that it is  
7 documented that they were talking to Dr. Phil.

8 Q But at the time you didn't know --

9 A It was enough that just running around  
10 saying it, period. They had no right to say it.  
11 They had no medical training. They had no  
12 psychological training. They were just making  
13 it up and accusing me of something that was not  
14 true, which they admitted in March 17th was not  
15 true when they said I was mentally competent in  
16 all respects.

17 Q Who were they saying it to that you are  
18 aware of?

19 A I don't know. I know they were saying  
20 it to my children. I know they were saying it  
21 to each other. I know they were saying it to  
22 me. I know that probably other people heard it.

23 I don't know who else they said it to.

24 Q How did you know they were saying it to  
25 your kids?



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1 A Because they told me. Johnathan and  
2 Taylor told me they talked to them. There was  
3 this big powwow where they were all concerned  
4 about me. It was nonsense. They were making it  
5 up out of whole cloth.

6 It is a typical psychological operation  
7 to attack the target by attacking their mental  
8 health. Study psychological operations.

9 It just didn't work because my mental  
10 health is fine.

11 Q Okay.

12 Next, action, words, or series of  
13 actions that constituted extortion by the  
14 Plaintiffs leading up to this March 17th  
15 agreement besides that whole category, is there  
16 anything else?

17 A I have told you everything in my first  
18 time I answered it. I think I have added some  
19 more specifics in.

20 It is just this simple, they were  
21 threatening my family with their comments. They  
22 were threatening my clients with their comments.  
23 They were threatening Richard Jewell with their  
24 comments; and their comments were fake. It was  
25 false. They have admitted that themselves in



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1 the March 17th Settlement Agreement.

2 And I think they were doing it to try  
3 to pressure me into paying them more than they  
4 deserved in a situation where they had made the  
5 mistake of not getting an agreement on the fee  
6 division before the Sandmann case settled.

7 Historically we always did. So I think they  
8 were doing it to extort me, to force me to pay  
9 them more than they deserve.

10 I gave in. I agreed to it in March  
11 17th.

12 Q Okay, all right.

13 A And then Nicholas doesn't consent and  
14 you saw the letter from --

15 Q Okay.

16 A From Chris Marquardt. And then the  
17 next thing I know you send me this Complaint.

18 Q Now, we are getting onto something  
19 else.

20 A You send me this Complaint. Shame on  
21 you.

22 Q We are talking about March 17.

23 A Questioning my faith in my children.  
24 It is extortion.

25 Q And how do you know that the Plaintiffs



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1        were speaking to your clients about mental  
2        health issues?

3                    MR. HARRISON: Object to the form.

4        I don't think he said that.

5                    MR. BEAL: I thought you said  
6        saying it to me, saying it to my  
7        clients.

8                    THE WITNESS: They were saying it  
9        to me.

10      BY MR. BEAL:

11      Q        Okay.

12      A        They were saying it to my children.

13      Q        Okay.

14      A        I don't know who else they were saying  
15       it to.

16      Q        Okay.

17      A        But I have got concerns they may be  
18       saying to it other people, or what they were  
19       saying to the people they did say it to. It  
20       could be leaked out into the public discussion.  
21       I mean there is no privacy. Everything you say  
22       on your phone, your Email's, and your texts is  
23       captured in the air. So you don't know who is  
24       going to get it, and what they are going to do  
25       with it.



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1                   So you don't make baseless accusations  
2                   about somebody, because you don't know who is  
3                   going to get it and how they may try to use it  
4                   to hurt you. Study about cell phones and  
5                   Email's and texts, and how they are in the air  
6                   and they capture it, Palentir.

7                   They shouldn't have been doing it, that  
8                   is my point.

9                   (Whereupon, Plaintiff's Exhibit  
10                   Number 17 was marked for  
11                   identification.)

12                  BY MR. BEAL:

13                  Q      Let me hand you what I will purport to  
14                  you was the Answer that you filed in this case,  
15                  which is Exhibit 17.

16                  A      I will accept your representation. It  
17                  is marked.

18                  Q      And can you grab the Complaint?

19                  MR. HARRISON: 14?

20                  MR. BEAL: Which is 14.

21                  BY MR. BEAL:

22                  Q      And if you turn over to your Answer  
23                  number 36.

24                  MR. HARRISON: The Answer is 17,  
25                  is that right?



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1 Q And is it true that the statement there  
2 in paragraph 46 that you have not disclosed the  
3 amount of the recovery in the Sandmann versus  
4 Washington Post?

5 A I never received a demand or a request  
6 for that amount. And that would have been an  
7 event that occurred after Joey Burby and Chris  
8 Marquardt were involved and you were involved;  
9 and I don't know whether Joey and Chris got a  
10 demand or a request from you about that or not.  
11 I don't think they did.

12 Q Can we refer over to paragraph 49; and  
13 there is a text embedded there in paragraph 49.  
14 Can you tell us who that text was being  
15 sent to?

16 A It was not sent to -- it was not  
17 intended to be sent to Johnathan. And sitting  
18 here today -- I mean what is the date of the  
19 text?

20 I don't see a date. So I don't know  
21 who that I am intending to send it to. It would  
22 probably be better if I knew the time that I  
23 sent it. I was dealing with issues about my  
24 computer being hacked.

25 MR. HARRISON: Lin, I believe it



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1           Q     But you believed that you have the  
2     right to pursue criminal action against the  
3     Plaintiffs?

4           A     I could go -- yeah, I believe under the  
5     facts that I could go out and sign a warrant for  
6     having them try to criminally extort me, but  
7     what is that going to do?

8           Q     So in paragraph 105 on the next page  
9     you refer to the filing a grievance against the  
10    Plaintiffs with the State Bar of Georgia.

11                 Did you in fact file a grievance or  
12     complaint with the State Bar of Georgia against  
13     any of the Plaintiffs regarding your belief --  
14     regarding extortion?

15           A     I believe so.

16           Q     What was Nicole Wade doing during all  
17     of this dispute where you believe leading up to  
18     March 17th on Taylor and Johnathan were  
19     contacting your children improperly --

20           A     I said they were talking with them. I  
21     don't know who initiated the contacts.

22           Q     But was Nicole a part of any of that in  
23     your belief?

24           A     My recollection, and I have a very  
25     vivid recollection of having Johnathan and



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1 Taylor in my office standing; and Nicole was  
 2 sitting in the chair and this was after all this  
 3 bizarre change of treatment of me that started  
 4 late October and was full blown in November.  
 5 And I remember looking at them at some point and  
 6 I said I ought to sue every damn one of you for  
 7 defamation for running around and running your  
 8 mouth and making an accusation about my mental  
 9 health. And Nicole quickly said I have never  
 10 said that. And I said to her right, you are too  
 11 smart to have done that. These two people are  
 12 not.

13 Q So --

14 A I also remember, and I think I sent  
 15 it -- Nicole sent me and -- I think it -- I have  
 16 to go back and look, but I believe that it was  
 17 right around -- well, it was January for sure  
 18 and it could have been very early February, and  
 19 she said I just found out about the problems you  
 20 are having with your family. I know -- because  
 21 she knows how much I love my children and they  
 22 love me -- I said I know that tears you apart.

23 It did. It still does.

24 And then she said words to the effect,  
 25 that I still love you or I will always love you



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1 no matter what happens in terms of how we  
 2 practice law in the future; and I believed her.  
 3 And I said today I believe her now. I think  
 4 Nicole Wade does love me. Her love for me over  
 5 the years is legitimate as is mine for her. I  
 6 think Johnathan loves me. I think Taylor loves  
 7 me. I love them.

8 But she was not in the middle of what  
 9 was going on in December. I don't remember if  
 10 it was because she wasn't there. I don't  
 11 recall.

12 But she was not one of the people who  
 13 was being so abusive to me and contradicting me  
 14 and acting like I did not know what I was doing  
 15 in preparation for the Musk trial. So her  
 16 involvement in that was much different than  
 17 Johnathan and Taylor's.

18 Q Okay. So my question to you is about  
 19 Nicole Wade in this time period leading up to  
 20 the March 17th Settlement Agreement, do you  
 21 believe that she extorted you as well? Or was  
 22 it just Johnathan and Taylor?

23 A I think they all three did. You were  
 24 asking me about the children.

25 Q Yes.



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1       A    They all three were trying to get money  
2    they did not have the right to.  They did not  
3  get an agreement.  That is as much their fault  
4  as it would have been mine.

5                   And then after the case settled and  
6  they knew the amount, then they wanted to go  
7  back and get the same amount that I had agreed  
8  to give them in the Ramsey case, and after the  
9  way they had treated me and looking at the work  
10 done related to the result and how it came  
11 about, the case didn't settle because of them,  
12 it settled because of the argument that I made  
13 to the Judge when he reversed himself and  
14 reinstated part of the case.  I didn't feel like  
15 looking at that that was at all fair for them to  
16 get that much money, but I agreed to it.  I  
17 wanted to move on.  March the 17th.

18                   MR. BEAL:  Is this is a good place  
19  for a break for five minutes?

20                   MR. HARRISON:  Sure.

21                   (Whereupon, a short break was  
22  taken.)

23                   MR. BEAL:  Did you have a  
24  statement your client wanted to make?

25                   THE WITNESS:  You asked me, Drew,



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1       convince him to reverse himself and to  
2       leave in for litigation one aspect of  
3       the claim of defamation.

4           So I can only tell you that I was  
5       looking at it as an entirety. Not one  
6       case is better than the other. So I am  
7       not going to tell you what I told my  
8       clients, what I am going to tell you,  
9       and I don't know what Todd told them,  
10      and I could be wrong about when the  
11      Washington Post case settled; but I  
12      think it was before the 26th because I  
13      remember that I was surprised as we got  
14      to -- when I found out he didn't  
15      consent that no one had ever asked  
16      between March the 17th and that date  
17      what happened to the Washington Post  
18      case. I don't know if you asked Joey  
19      and them or not, because they were  
20      representing them.

21      BY MR. BEAL:

22           Q    And did you ever tell the Plaintiffs  
23      that you felt that the Washington Post case had  
24      significant value, approximately equal to the  
25      Sandmann versus CNN case?



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1           A     I can't remember the specific statement  
2     to that effect, but it wouldn't surprise me that  
3     somewhere along the way when they were working  
4     with me that I could have said we ought to maybe  
5     do as well in Washington Post as we did in CNN;  
6     but that is just an opinion and that changed.  
7     It changed based on what the offer was and what  
8     the clients were willing to take, and what Todd  
9     wanted to do it with it. I am not going to tell  
10    you the amount, but I am going to tell you that  
11    it was significantly less than CNN.

12    BY MR. BEAL:

13           Q     So the Plaintiffs' 10 percent of that  
14    amount based on what you had told them earlier  
15    in the case, that one fee amount could have  
16    equaled over a million dollars?

17           A     No.

18           Q     Unlikely?

19           A     Unlikely.

20           Q     Okay.

21           A     I mean what you did was you pulled a  
22    number out of the air, without asking what it  
23    had settled for; and then you wanted to come  
24    back and re-settle what had already been settled  
25    and have me make demands to pay things that had



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